

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

JOANNE BLAREK,

Plaintiff,

v.

Case No. 06-C-420

ENCORE RECEIVABLE
MANAGEMENT, INC.,

Defendant.

FINAL ORDER ON CLASS ACTION SETTLEMENT

IT IS HEREBY ORDERED

1. On October 5, 2007, the Court approved the Preliminary Settlement Agreement reached between Plaintiff and Defendant, Encore Receivable Management, ("Defendant"). The Court approved a form of notice for mailing to the class. The Court is informed that actual notice was sent by first class mail to approximately 263 class members. A total of 84 envelopes were returned by the United States Postal Service, 48 of which were returned with forwarding addresses and re-mailed. No class members requested exclusion and no objections were filed or received. A total of 44 class members timely returned the proof of claim form and are therefore entitled to a *pro rata* share of the monetary benefits of the settlement. As of January 25, 2008, no late claim forms were returned by class members.

2. On January 25, 2008, the Court held a fairness hearing to which class members, including any with objections, were invited.

3. The Court finds that provisions for notice to the class satisfy the requirements of Federal Rules of Civil Procedure 23 and due process.

4. The Court finds the settlement is fair and reasonable and hereby approves the Class Settlement Agreement submitted by the parties, including the Release and a payment of settlement funds as follows:

i. Class Representative Joanne Blarek will receive \$1,000 in settlement of her individual claims. In accordance with the Settlement Agreement, these funds shall be paid by check within thirty-five (35) days of the Effective Date.

ii. Class members who timely returned a claim form post marked by December 10, 2007, shall be paid their *pro rata* share of \$12,000 by check, void one hundred and twenty (120) days after issuance. In accordance with the Settlement Agreement, these funds shall be paid by check within thirty-five (35) days of the Effective Date.

iii. Class Counsel has petitioned the court for attorneys' fees and costs and expenses of this lawsuit in the amount of \$47,500. Class Counsel will not request additional fees or costs from Defendant or the Class Members other than the court awarded fees and costs. The attorneys' fees and costs awarded by the court shall be paid by check within thirty-five (35) days of the Effective Date.

iv. The total amount of any funds remaining that result from uncashed checks sent to class members will be contributed to Milwaukee Legal Aid Society as a *cy pres* award.

5. The Class Representative and the Class grant Defendant the following releases:

(a) Class Representative and the Class hereby remise, release and forever discharge Encore Receivable Management, Inc., a/k/a Encore, as well as the predecessors and successors in interests and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, attorneys, assigns, or entities for which the Defendant performs portfolio servicing activities (including without limitation, any investors, trusts or similar entities) (collectively "Releasees") from any cause of action, suits, claims or

demands whatsoever, in law or in equity, known or unknown at this time, which the Class Representative and the Class have or ever had against the Releasees, or any of them, under any legal theory, whether or not alleged arising out of the allegations in or subject matter of the Complaint.

(b) Each class member not opting out releases and discharges the Releasees of and from all causes of actions, suits, claims and demands, relating to the collection letters attached as Exhibit A to the Complaint.

6. The Court finds the Settlement Agreement fair and made in good faith.

7. The Court dismisses the claims of Class Representative and the Class as set forth in the Class Settlement Agreement against Defendant and the Releasees with prejudice and with costs pursuant to the provisions set forth in paragraph 8 below.

8. The Court awards attorney's fees and costs of \$47,500 to Ademi & O'Reilly, LLP. Class Counsel is not entitled to payment of any additional fees and costs other than the Court awarded fees and costs.

9. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Settlement Agreement and of this Order.

ENTERED: January 25, 2008

The Honorable s/ William E. Callahan, Jr.
William E. Callahan, Jr.
United States Magistrate Judge